

**FILED - LN**

January 20, 2011 12:43 PM

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U.S. DISTRICT COURT

WESTERN DISTRICT OF MICHIGAN  
BY *[Signature]* / *[Signature]* SCANNED BY *[Signature]* 1/20/11

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**UNITED STATES DISTRICT COURT  
DISTRICT OF WESTERN MICHIGAN**

Maria Koutsoukos

Plaintiff,

vs.

**1:11-cv-74**

**Janet T Neff**

**U.S. District Judge**

Best Buy Company, Inc.

Defendant

**DEMAND FOR JURY TRIAL**

YES ☒ NO ☐

**EMPLOYMENT DISCRIMINATION COMPLAINT**

**PARTIES**

1. List your name, address and telephone number. Do the same for any additional plaintiffs.

a. Plaintiff

Name	<u>Maria Koutsoukos</u>
Street Address	1111 Elmwood Road # 1039
County, City	Eaton County, Lansing
State & Zip Code	Michigan 48917
Telephone Number	612-388-1791

2. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption.

a. Defendant No. 1

Name	Best Buy Company, Inc.
Street Address	30600 Telegraph Road Suite 2345
County, City	Oakland County, Bingham Farms
State & Zip Code	Michigan 48025

#### JURISDICTION

The Court has jurisdiction over this action under 28 U.S.C. § 1331.

3. This employment discrimination lawsuit is based on (check only those that apply):

- a. ☒ Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, *et. seq.*, for employment discrimination on the basis of race, color, religion, gender, or national origin. **NOTE:** *In order to bring suit in federal district court under Title VII, you must first obtain a right to sue letter from the Equal Employment Opportunity Commission (EEOC).*
- b. ☐ Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621, *et. seq.*, for employment discrimination on the basis of age (age 40 or older). **NOTE:** *In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file charges with the Equal Employment Opportunity Commission (EEOC).*
- c. ☐ American with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, *et. seq.*, for employment discrimination on the basis of disability. **NOTE:** *In order to bring suit in federal court under the American with Disabilities Act, you must first obtain a right-to-sue letter from the Equal Employment Opportunity Commission (EEOC).*
- d. ☐ Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701, *et. seq.*, for employment discrimination on the basis of a disability by an employer which constitutes a program or activity receiving federal financial assistance. **NOTE:** *In order to bring suit in federal district court under the Rehabilitation Act of 1973, you must first file charges with the appropriate Equal Employment Office (EEO) representative or agency.*

e. ☐ Other (Please describe)

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4. If you are claiming that the discriminatory conduct occurred at a location other than the defendant's address above, please provide the following information on where the conduct occurred:

<u>7601 Penn Ave South</u>	<u>Richfield/Hennepin</u>	<u>Minnesota</u>	<u>55423</u>
(Street Address)	(City/County)	(State)	(Zip Code)

5. When did the discrimination occur? Please give the date or time period:

between June 2007 and April 2009

#### ADMINISTRATIVE PROCEDURES

6. Did you file a charge of discrimination against the defendant(s) with the Equal Employment Opportunity Commission or other federal agency?

a. ☒ Yes      Date filed: 09/08/09

b. ☐ No

7. Have you received a Notice of Right-to-Sue Letter?

a. ☒ Yes      If yes, please attach a copy of the letter to this complaint.

b. ☐ No

#### NATURE OF THE CASE

8. The conduct complained of in this law suit involves (check only those that apply):

a. ☐ Failure to hire me

b. ☐ Termination of my employment

c. ☐ Failure to promote me

- d. ☐ Failure to accommodate my disability
- e. ☐ Terms and conditions of employment differ from those of similar employees
- f. ☐ Retaliation
- g. ☒ Harassment
- h. ☒ Other conduct (please specify): constructive discharge  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- i. Did you complain about this same conduct in the charge of discrimination, referred to in number 6 above?

☒ Yes ☐ No

9. I believe that I was discriminated against because of my (check all that apply):

- a. ☐ Race
- b. ☐ Religion
- c. ☐ National origin
- d. ☐ Color
- e. ☒ Gender
- f. ☐ Disability
- g. ☐ Age (my birth year is: \_\_\_\_\_)
- h. ☐ Other (please specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- i. Did you state the same reason(s) in the charge of discrimination, referred to in number 6 above?

☒ Yes      ☐ No

Describe in the space provided below the basic facts of your claim. The description of facts should include a specific explanation of the conduct that you believe is discriminatory and describe how each defendant is involved in the conduct (i.e. how, where, and when). Each paragraph must be numbered separately, beginning with number 10. Please write each allegation of discrimination in a separately numbered paragraph.

10. Best Buy Company, Inc. allowed its agents to sexually harass the plaintiff and allowed the harassment to escalate to the placing of the plaintiff in physical danger.

See Additional Facts attached

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**Attach additional sheets of paper as necessary.**

**Check here if additional sheets of paper are attached: X**

**Facts**

Plaintiff was a contract employee with Spherion Atlantic Resources working at Best Buy Corporate Headquarters in Richfield, MN. Plaintiff was employed on two separate assignments in two separate departments; the first assignment was from September 4, 2006 through November 24, 2006; the second assignment was from June 18, 2007 through April 17, 2009. Plaintiff's contract stated that both Spherion and Best Buy, Inc. would agree on the employment of the plaintiff.

Plaintiff was subjected to harassment during the employment at Best Buy on both assignments. Plaintiff chose to leave the assignment on April 17, 2009 as the harassment became severe and extremely offensive. The harassment involved all aspects of the plaintiff's life; work, home and church.

From the beginning of the assignment, plaintiff was subjected to sexual harassment comments and comments involving her personal privacy. Comments were made regarding the seclusion of the plaintiff's apartment. On several occasions, personal information from an unpleasant short-term dating relationship the plaintiff had four years prior to employment at Best Buy was mentioned. Management was aware of these comments. Comments suggesting that the plaintiff's supervisor was interested in the plaintiff escalated to breaches of the plaintiff's personal privacy in her apartment. This escalated to several employees harassing the plaintiff **and** stating to the plaintiff that the supervisor was harassing her. Statements included that the plaintiff's supervisor had touched her and had tasted her. Plaintiff's coworkers were also telling her that her supervisor loved her and compared him to the plaintiff's previous relationship. Plaintiff had thought her supervisor was married. Plaintiff stated on several occasions she wasn't interested. Near the end of the plaintiff's employment, the plaintiff's supervisor told her to quit, admitted he was harassing her and told her he loved her. Plaintiff was called a slut and a whore while she was employed, by two separate Best Buy employees and by a security employee.

Plaintiff has not dated since the relationship that was mentioned four years prior to the employment at Best Buy. Best Buy was aware of the harassment at all times. Plaintiff was also subjected to remarks at her church regarding the incidents at Best Buy.

At the plaintiff's apartment she was subjected to harassment that included her neighbors stating that her supervisor told them to keep harassing her; statements included naming her supervisor and stating that he said to keep doing her and to stay on her; and statements including she's dead and we're going to kill her. Conversations that occurred at Best Buy while the plaintiff was employed were repeated at the plaintiff's apartment building. The 115 pound plaintiff lost 10 pounds in the last three months of her employment and ended up with lockjaw because she was so tense.

After the plaintiff left employment in April, 2009 and moved to an apartment 15 miles from the previous apartment in June 2009, the harassment kept occurring. Statements included that the plaintiff's supervisor already had her shamed, the plaintiff's supervisor loved the plaintiff, and that the plaintiff dated her supervisor. Plaintiff filed a complaint with the EEOC in September, 2009. In October 2009, as plaintiff was afraid of serious physical harm, she bought a life insurance policy. Plaintiff entered a Best Buy store in Richfield, MN in January 2010 and heard a Best Buy employee state that she was the one they showed showering. Another Best Buy employee stated, naming the plaintiff's supervisor, that her supervisor had set it up. Plaintiff has now moved to Michigan and is still being harassed. In October 2010, a male tenant at the plaintiff's apartment stated to her that her supervisor peeked at her, using her Best Buy supervisor's name. This had also been said while she was employed at Best Buy and was followed by the plaintiff's supervisor telling her to quit. On December 8, 2010 plaintiff went to a Best Buy store to look for a CD and a female employee at a Best Buy stated, naming her supervisor, that there was the lady that tasted her supervisor. The Best Buy employee then licked her lips. A harassing remark made by a Best Buy employee while the plaintiff was employed at

Best Buy headquarters was that the plaintiff's supervisor had tasted her. The plaintiff's supervisor also said that he tasted her on the plaintiff's second to last day of work.

Plaintiff returned to school from June 2009 through August 2010 at Inver Hills Community College to obtain additional education after separating from employment and was subjected to comments regarding the harassment at Best Buy, again, while attending classes.

Plaintiff moved to Michigan to attend law school and is currently a law student at Cooley Law School.



**REQUEST FOR RELIEF**

State briefly and exactly what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking.

Lost Wages: \$16,000

Emotional Suffering: \$25,000

Punitive damages

Date: 01/20/11

Maria Koutsouki  
Signature of Plaintiff

1111 Elmwood Road #1039  
Lansing, MI 48917  
612-388-1791